

**SERIAL 06077 IGA ALLISON TRANSMISSION REPAIR**

**DATE OF LAST REVISION: July 11, 2006**

**CONTRACT END DATE: May 31, 2007**

**CONTRACT PERIOD BEGINNING JULY 03, 2006  
ENDING MAY 31, 2007**

**TO: All Departments**

**FROM: Department of Materials Management**

**SUBJECT: Contract for ALLISON TRANSMISSION REPAIR  
(NIGP 92885)**

Attached to this letter is a listing of vendors available to Maricopa County Agencies utilizing the Tempe Contract T04-081-01. The using agency and other interested parties may access and electronic version of this contract from the Materials Management Web site at:

[http://www.maricopa.gov/materials/Awarded\\_Contracts/search.asp](http://www.maricopa.gov/materials/Awarded_Contracts/search.asp).

**Please note: Price Agreement Purchase Orders (PG documents) may be generated using the information from this list. Use Commodity Code(s) B0603755**

All purchases of product(s) listed on the attached pages of this letter are to be obtained from the listed contractor(s).



# Contract Renewal Notice



City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • [www.tempe.gov/purchase](http://www.tempe.gov/purchase)

**Contract Number:** T04-081-01

**Dated:** 03/16/06

**Vendor Number:** 71522

W.W. Williams  
John Alexopoulos  
2602 S. 19<sup>th</sup> Ave  
Phoenix, AZ 85009

**Contract Renewal:** 06/01/06

through

**Contract Expiration:** 05/31/07

**Contract Description** Allison Transmission Repai

**Modification Number:** 2

## **Contract Renewal Information:**

The above referenced contract is requested to be renewed under the same terms and conditions of **T04-081-01** and at either current contract prices/discounts or at prices/discounts more favorable to the City of Tempe. Should a price increase be requested, such request must be in conformity to the original City solicitation/contract, must be thoroughly justified and documented as a true passthrough cost. Any price increase request must be made at least 30 days before the expiration of the contract and must be approved in writing by the City Procurement Office. Any request for a price increase may cause withdrawal of this Contract Renewal Notice. If a contractor has lowered the market price(s) of any item(s) on the City's contract, then such lowered prices should be offered to the City of Tempe. All contract renewals with an annual value of \$30,000 or more must be approved by City Council prior to acceptance of renewal.

Where performance bonds and/or insurance coverage were requirements of the City's original solicitation/contract, a renewing contractor must provide evidence of bonds and/or insurance extensions as applicable to ongoing City of Tempe contracts.

Contractor hereby acknowledges receipt and understanding of above Contract Renewal Notice and that a signed copy of this notice must be filed with the City of Tempe Procurement Office before the stated effective date. Failure to return this form within ten (10) days may result in contract cancellation.

City of Tempe Procurement Officer: Donna Littrell  
City of Tempe Contracts Compliance: Carla Sidi

Phone No. (480) 350-8516  
Phone No. (480) 350-8910

## **To Be Completed and Signed By Contractor**

Contractor's Name \_\_\_\_\_

Contractor's Mailing Address \_\_\_\_\_

Phone No. (\_\_\_\_)\_\_\_\_\_-\_\_\_\_\_- Fax No. (\_\_\_\_)\_\_\_\_\_-\_\_\_\_\_

Contractor's Authorized Signature \_\_\_\_\_ Date: \_\_\_\_\_

## **City of Tempe Contract Renewal Acceptance**

\_\_\_\_\_  
Central Services Administrator Signature

\_\_\_\_\_  
Date



### **Contract Renewal Policy**

Prior to issuing a Contract Renewal Notice, the assigned City Procurement Officer is to review the contractor's service history with City customer department(s) and cost containment/reduction efforts. Customer department(s) approval to renew the contract shall be obtained in advance of issuing the Contract Renewal Notice and attached to the Contract Renewal Notice when forwarded to the Central Services Manager for final approval. Should a contracted vendor take any exception(s) to the original contract, request a price increase as a renewal stipulation or require any change or modification to the contract; the City reserves the right to review such stipulations, price increase request(s), contract modifications and/or changes and to withdraw the offer to renew the contract.



# Contract Modification Notice



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**Contract Number:** T04-081-01

**Staff Summary #**

W.W. Williams  
John Alexopoulos  
2602 S19th Ave  
Phoenix

AZ 85009

**Modification Date:** 06/01/06

**Phone:** 602-257-0561

**Vendor Number:** 1

This Contract modification is being issued for the purchase of **Allison Transmission Repair** per specifications of **T04-081-01**. It shall remain in effect through **05/31/07** unless extended or canceled per terms and conditions of contract **T04-081-01**.

**Terms are: As per Special Terms and Conditions**

## Pricing Item Description

Manufacturer	Model Numbers	Unit Price for Rebuild/exchange	Flat Fee for Vehicle Transport, removal/ replacement new fluid & flusing	Total Unit Price (Tax included)
Allison	MD3560P	\$4,709.19	\$1,138.50	\$5,847.69
Allison	MD3060	\$3,609.99	\$1,138.50	\$4,748.49
Allison	MD3066	\$5,692.41	\$1,138.50	\$6,830.91
Allison	HD4560	\$8,429.12	\$1,337.65	\$9,766.77
Allison	AT545	\$1,369.75	\$1,038.93	\$2,408.68
Allison	MT653	\$2,936.44	\$1,099.03	\$4,035.47
Allison	HD4060	\$8,429.12	\$1,337.65	\$9,766.77
Allison	HT740	\$5,241.93	\$1,337.65	\$6,579.58
Allison	HT741	\$5,830.00	\$1,337.65	\$7,167.65

## Vendor Address Change

If contracted vendor has a change of address for mailing payments and/or for mailing future bid solicitations, it is the vendor's responsibility to notify the City Procurement Officer identified with this contract and to ensure all such mailing address information is kept current. At least once a year, contact the Procurement Officer identified for this contract and ensure your current address has been entered to the City Procurement Office automated system.

Please note that your City of Tempe contract number is **T04-081-01**. This number **must** appear on all receivers, invoices and statements. Payment will be made on a monthly basis following receipt of a monthly itemized statement. Monthly invoices must be segregated by City departments and mailed directly to each City customer department. Invoices **must** be mailed to the following address: City of Tempe, Fleet, Bob Stoudt, P.O. Box 5002, Tempe, AZ. 85280. Statements **must** be mailed to: City of Tempe, **Accounting** PO Box 5002, Tempe, Arizona 85280.

**Donna Littrell, CPPB**  
Central Services Administrator

# THIS IS NOT A PURCHASE ORDER.

All terms and conditions of this Award Document are per the City's Solicitation Document



# REQUEST FOR PROPOSAL

**CITY OF TEMPE**

REQUEST FOR PROPOSAL: 04-081

RFP ISSUE DATE: 01/13/04  
Commodity Code(s): 929-66  
928-04

**PROCUREMENT DESCRIPTION:** Allison Transmission Repair

**PROPOSAL DUE DATE/TIME:** Tuesday, February 10, 2004, 3:00 P.M. MST  
Late proposals will not be considered

**PROPOSAL RESPONSE MUST BE DELIVERED TO CITY PROCUREMENT OFFICE**

Mailing Address: PO Box 5002, 31 E. Fifth Street, Tempe, AZ 85280  
Street Address: 20 E. Sixth Street (2<sup>nd</sup> Floor), Tempe, AZ 85281

**PRE-PROPOSAL CONFERENCE (if scheduled):** N/A

**DEADLINE FOR INQUIRIES:** Friday, January 30, 2004, 5:00 P.M., MST

Sealed proposals must be received and in the actual possession of the City Procurement Office on or before the exact Proposal Due Date/Time indicated above. Proposal responses will be opened and each offeror's name will be publicly read. Prices are not read and kept confidential until award. Late proposals will not be considered.

Proposals must be submitted by a sealed envelope/package with the Request For Proposal number, offeror's name and address clearly indicated on the envelope/package.

Proposals must be completed in ink or typewritten and a completed proposal response returned to the City Procurement Office by the Proposal Due Date/Time indicated above. The "Vendor's Proposal Offer" (form 201-B RFP) must be completed and signed in ink. Proposals by electronic transmission, telegraph, mailgram or facsimile will not be considered.

Proposal offeror's are asked to immediately and carefully read the entire Request For Proposal and not later than 10 days before the Proposal Due Date/Time, address any questions or clarifications to the Procurement Officer identified below:

Donna Littrell, CPPB E-mail: Donna\_littrell@tempe.gov Phone No: 480-350-8516

**Central Services  
Administrator**

Proposal evaluation and award selection recommendations are publicly posted to the City Procurement Office web page ([www.tempe.gov/purchase](http://www.tempe.gov/purchase)) and at the Procurement Office reception counter.

Submit one- (1) original signed and completed proposal response for evaluation purposes. For this specific RFP, 2 additional proposal response copies are also to be submitted for evaluation purposes. A late, unsigned and/or materially incomplete proposal response will be considered non-responsive and rejected.

DL

Donna Littrell, CPPB  
Central Services Administrator



# Vendor's Proposal Offer

It is REQUIRED that Proposal Offeror COMPLETE, SIGN and SUBMIT the original of this form to the City Procurement Office with the proposal response offer. An unsigned "Vendor's Proposal Offer", late proposal response and/or a materially incomplete response will be considered non-responsive and rejected.

Proposal offeror is to type or legibly write in ink all information required below.

Proposal Offeror's Company Name <u>W. W. Williams</u>	
Company Mailing Address <u>2602 S. 19th Ave Phoenix, Az 85009</u>	
Company Street Address <u>SAME AS ABOVE</u>	
Proposal Offeror Contact <u>John Alexopoulos</u>	Title <u>SERVICE MANAGER</u>
Contact's Phone No. <u>602-257-0561</u>	E-mail Address <u>jalexopoulos@wwwilliams.com</u>
<u>Proposal Offeror's Company Tax Information:</u>	
Arizona Transaction Privilege (Sales) Tax No. _____ or	
Arizona Use Tax No. <u>07-396468-P</u>	
Federal I.D. No. <u>86-0208148</u>	
City & State Where Sales Tax is Paid <u>Phoenix</u> , <u>AZ</u>	

## THIS PROPOSAL IS OFFERED BY

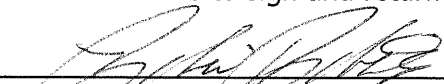
Authorized Proposal Offeror (Type or Print in ink) Robin Roberts

Proposal Offeror's Title (Type of Print in ink) BRANCH MANAGER

Date 2-8-04

## REQUIRED SIGNATURE OF AUTHORIZED PROPOSAL OFFEROR (Must Sign in Ink)

By signing this Proposal Offer, Offeror acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other offeror or potential offeror. Failure to sign and return this form with proposal offer will result in a non-responsive proposal.

  
Signature of Authorized Proposal Offeror

2-8-04  
Date



## INSTRUCTIONS TO PROPOSAL OFFERORS

Please note that these Instructions are to be read and followed by any proposal offeror and/or contracted vendor and that failure to follow these Instructions may result in rejection of a proposal offer for non-responsiveness or cancellation of contract if already awarded.

1. **Preparation of Proposal Response:** It is the offeror's responsibility to examine this entire Request For Proposal document immediately upon its receipt and to seek clarification of any item or requirement that may not be clear and to check all proposal responses for completeness and accuracy before submitting a proposal. Concerns about any obvious errors, points of confusion and/or possible improprieties in this Request For Proposals that are apparent before the proposal opening date are to be filed with the City Procurement Office prior to the scheduled proposal opening date. Negligence in preparing a proposal response confers no right of withdrawal after proposal due date and time.

The City will not reimburse the cost of developing, presenting or providing any proposal response to this Request For Proposals.

2. **Late, Unsigned and/or Incomplete Proposal Response:** A late, unsigned and/or materially incomplete proposal response will be considered non-responsive and rejected. The City will not accept a signed letter by proposal offeror in lieu of a signed "Vendor's Proposal Offer", form 201-B (RFP) as provided in this Request For Proposals.
3. **Inquiries:** Questions regarding this Request For Proposals are to be directed only to the City Procurement Officer identified on the cover page of this document, form 201-A (RFP); unless another City contact is specifically named in this Request For Proposals. Questions should be submitted in writing, when time permits. When sending correspondence related to this Request For Proposals, identify within the letter, the appropriate Request For Proposals' number, page and paragraph at issue. However, offeror (vendor) must not place the Request For Proposals' number on the outside of an envelope containing questions, since the envelope may be identified as a sealed proposal response and not opened until the official proposal opening date and time. Inquiries and questions should be asked of the City Procurement Office not later than 10 days before proposal opening and those received within 10 days of proposal opening may not be answered.
4. **Proposal Conference:** If a Proposal Conference is scheduled, it is the offeror's responsibility to attend the conference, ask questions, seek clarifications and identify any points of confusion or requirements at issue.
5. **Withdrawal of Proposal:** At any time before the specified proposal opening date and time, an offeror may withdraw their proposal. Offeror must present identification and documentation to indicate their authority to withdraw a proposal response.
6. **Proposal Addendum(s):** Receipt and acceptance of a Request For Proposals' Addendum is to be acknowledged by signing and returning the document either with the proposal response or by separate envelope prior to proposal opening date and time. Failure to sign and return an addendum prior to proposal opening time and date may make the proposal offer non-responsive to that portion of the Request For Proposal as materially affected by the respective addendum.



7. **Payment:** For a single requirement purchase, the City will make every effort to make payment within 30 calendar days from receipt of acceptable products, materials and/or services and receipt of correct invoice. For ongoing term contract purchases, the City will make every effort to make payment within 30 calendar days from receipt of monthly statement.
8. **Discounts:** Payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.
9. **Compliance with City Solicitation Requirements and Award of Contract:** Unless the offeror states otherwise or unless it states otherwise in this Request For Proposals, the City reserves the right to award by individual line item, by group of items, or as a total, whichever is most advantageous to the City. The City expressly reserves the right to waive any immaterial defect or informality, or reject any or all proposals, or portions thereof, or reissue this Request For Proposal.

A proposal response is an offer to contract with the City based on the terms, conditions and specifications contained in this Request For Proposals. An offeror does not become a contractor unless they receive a formal contract award from the City Procurement Office. Unless this Request For Proposal includes a separate contract document or requires the offeror to submit a contract for review, a contract is formed when the City Procurement Office provides a written notice of award or a purchase order to the successful offeror. Proposal offers that take exception to the terms, conditions, specifications and/or other requirements stated within this Request For Proposal will cause the proposal offer to be considered as non-responsive. Exceptions will be evaluated on an individual basis to determine their compliance with the purpose and intent of the terms and conditions stated within this solicitation. The City shall be the sole judge as to whether an exception complies with the general purpose and intent of any term, condition and/or specification stated within this solicitation document.

10. **Taxes:** Propose all materials (equipment/products) F.O.B. Tempe, prepaid. Unless specifically requested in this Request For Proposals, do not include any Sales, Use or Federal Excise Tax in your proposal pricing. The City is exempt from payment of Federal Excise Tax. For proposal evaluation, transaction (Sales) Privilege Tax paid (returned) to the City is considered a pass-through cost, calculated as zero (0) expense. For information on City of Tempe Privilege (Sales) Tax, please contact the City's Tax and License Office at (480) 350-8327 or visit their web site at [www.tempe.gov/salestax](http://www.tempe.gov/salestax).
11. **Payment By City Procurement Card:** The City Procurement Office (only) may wish to make payment through the use of a City Procurement Card. It is requested that each offeror indicate on the Price Sheet (pricing section) of this Request For Proposals, their willingness to accept City Procurement Card payments. The inability to accept payment by City Procurement Card will not disqualify a proposal response.
12. **Proposal Results:** Offerors are invited to attend the scheduled proposal opening at which the name of each offeror will be publicly read (not prices). After award of proposal, an appointment may be made with the City Procurement Officer (identified on the cover page of this Request For Proposal) and the proposal documents may be reviewed with the Procurement Officer. Formal award recommendations will be placed on the Procurement Office web page ([www.tempe.gov/purchase](http://www.tempe.gov/purchase)) and posted at the front counter of the Procurement Office at the same time the award recommendation is forwarded for City Council review. Parties interested in the outcome of a proposal may check the City Procurement Office web page or check for posted awards at the Procurement Office front counter.



13. **Protests:** Any actual or prospective offeror who is aggrieved in conjunction with this Request For Proposals or award of a contract may protest to the City Procurement Office (City Procurement Officer contact). A protest based upon alleged improprieties in this Request For Proposals that are apparent before the proposal opening shall be filed before proposal opening. At least five (5) days before award of a contract, the City Procurement Office will post award recommendations on its web page ([www.tempe.gov/purchase](http://www.tempe.gov/purchase)) and at the Procurement Office front counter for public review. A protest concerning an award recommendation must be filed within 10 calendar days after the protester knows or should have known the facts and circumstances upon which the protest is based. A protest shall be in writing and include the protester's name, address and phone number, identification of the solicitation or contract being protested, a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents, and indication as to the form of relief requested. Protest is to be on the protester's company letterhead and signed.
14. **Request for Taxpayer I.D. Number and Certification, IRS W-9 Form:** An attached IRS W-9 form serves as the last page of this Request For Proposal and is to be completed by proposal offeror and submitted with the proposal response. Prior to any contract award, this IRS W-9 form must be completed and submitted to the City Procurement Office.
15. **Compliance of Proposal Offeror/Contractor Forms:** Any forms (for example, separate contract, maintenance agreement, training agreement) intended by the proposal offeror and/or contractor to be utilized in relationship to any resulting contract must be submitted with proposal offer. Proposal offeror and/or contractor forms that take exception to any of the terms, conditions, specifications and/or other requirements stated within this Request For Proposal may cause the proposal response to be considered as non-responsive and rejected from consideration or a contract award to be void. Absolutely no proposal offeror/contractor form will be considered unless submitted with proposal response and approved by the City Procurement Office. No City department is authorized to sign any proposal offeror and/or contracted vendor form(s) in relationship to this Request For Proposals and/or subsequent contract without the City Procurement Office first reviewing the document for compliance with the City's solicitation and stamping/initialing the document as being in compliance.
16. **Proposal, Offer and Contract:** Proposal offers that take exception to Special Terms & Conditions stated within this Request For Proposals may cause the proposal response to be considered as non-responsive. As set forth in this Special Terms and Conditions section, "vendor" means a person or firm in the business of selling or otherwise providing products, materials or services and "proposal offeror" means a vendor making a proposal offer in response to a Request For Proposal. "Contractor" means any person or firm who has a contract with the City. A successful "proposal offeror" who is awarded a contract with the City becomes a "contractor".



## STANDARD TERMS & CONDITIONS

Please note that these Standard Terms & Conditions are to be read and complied with by proposal offeror and/or contracted vendor and that failure to follow these requirements may result in rejection of a proposal response for non-responsiveness or cancellation of any awarded contract.

1. **Certification:** By signing the "Vendor's Proposal Offer", form CS-P201 (B), the offeror certifies:
  - A. The submission of the proposal offer response did not involve collusion or other anti-competitive practices.
  - B. The vendor shall not discriminate against any employee or applicant for employment in violation of Federal and Arizona State law and the vendor shall comply with the Americans with Disabilities Act (ADA). Suppliers of products and services to the City of Tempe shall operate as an equal opportunity employer and shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, national origin, or because he or she has a physical or mental disability or because he or she is a disabled veteran or a veteran of the Vietnam era, including, without limitation, with respect to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

The City Procurement Office is committed to fair and equal procurement opportunities for all firms wishing to do business with the City and encourages the participation of small and disadvantaged businesses in all proposals and contracting activities conducted by the City.
  - C. The vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to sign the "Vendor's Proposal Offer" or signing it with a false statement shall void the submitted proposal offer and/or any resulting contract. In addition, the vendor may be debarred from future proposal and bidding participation with the City and may be subject to such actions as permitted by law.
  - D. The vendor agrees to promote and offer to the City only those materials and/or services as stated and allowed by this Request For Proposals and resultant contract award. Violation of this condition will be grounds for contract termination by the City.
2. **Gratuities:** The City may, by written notice to the contractor, cancel any resultant contract, if it is found that gratuities in any form were offered or given by the contractor or agent or representative of the contractor, to any employee of the City or member of a City evaluation committee with a view toward securing an order, securing favorable treatment with respect to awarding, amending or making of any determinations with respect to performing such order. In event the contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from contractor the amount of gratuity.
3. **Applicable Law:** This contract shall be governed by, and the City and contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this Request For Proposals and resultant contract or in statutes or ordinances pertaining specifically to the City. This contract shall be governed by State of Arizona law and suits pertaining to this contract may only be brought in courts located in Maricopa County, Arizona.



4. **Dispute Resolution:** This contract is subject to arbitration to the extent required by law. If arbitration is not required by law, the City and the contractor will meet and/or consult with each other in good faith to resolve any disputes arising out of the contract. If good faith efforts fail, then the City and contractor may attempt to resolve any disputes through mediation. If mediation is utilized, the City and contractor mutually will agree upon a mediator whose fees will be shared equally by the City and contractor.
5. **Contract Formation:** This contract shall consist of this Request For Proposals document and the proposal offer response submitted by the vendor, as may be found responsive and approved by the City. In the event of a conflict in language between the two documents, the provisions of the City's Request For Proposals shall govern. The City's Request For Proposals shall govern in all other matters not affected by a written contract. All previous contracts between the offeror and the City are not applicable to this contract or other resultant contracts. Any contracted vendor documents that conflict with the language and requirements of the City's solicitation are not acceptable and void the contract.
6. **Availability of Funds for the Next Fiscal Year:** The City's obligation for performance of this contract is contingent upon the availability of funds from which payment for contract purposes can be made. No legal liability on the part of the City for any payment may arise for performance under this contract beyond the current fiscal year until funds are made available for performance of this contract.
7. **Contract Modifications:** This contract may only be modified by a written Contract Modification issued by the City Procurement Office and counter-signed by the contractor.
8. **Provisions By Law:** Each and every provision of law and any clause required by law to be in this contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such insertion or correction.
9. **Severability:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **Relationship of Parties:** It is clearly understood that each party to this contract will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other party. An employee or agent of one party shall not be an employee or agent of the other party for any purpose whatsoever.
11. **Interpretation of Parol Evidence:** This contract is intended as a final expression of the agreement between the parties and as a complete and exclusive statement of the contract, unless the signing of a subsequent contract is specifically called for in this Request For Proposals. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of the contract, even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.
12. **Contract Assignment:** No right or interest in this contract shall be assigned by contractor and no delegation of any duty of contractor shall be made without prior written permission of the City Procurement Office.



13. **Rights and Remedies:** No provisions of this Request For Proposal document or in the vendor's proposal response offer shall be construed, expressly or by implication, as a waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, shall not release the contractor from any responsibilities or obligations imposed by the contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the contract.
14. **Overcharges By Antitrust Violations:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the City. Therefore, to the extent permitted by law, the contractor hereby assigns to the City any and all claims for such overcharges as the goods and/or services used fulfill the contract.
15. **Force Majeure:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under the contract if and to the extent that such party's performance of the contract is prevented by reason of force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions, failures or refusal to act by government authority, and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

Force majeure shall not include the following occurrences:

- A. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- B. Late performance by a subcontractor unless the delay arises from a force majeure occurrence in accordance with this force majeure clause.

Any delay or failure in performance by either party shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours of the commencement thereof and shall specify the causes of such delay in the notice. Such notice shall be hand delivered or sent via Certified Mail - Return Receipt Requested and shall make a specific reference to this clause, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing by hand delivery or Certified Mail - Return Receipt Requested when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with the contract.

16. **Preparation of Specifications By Persons Other Than City Personnel:** No person preparing specifications for this Request For Proposal Shall receive any direct or indirect benefit from the use of these specification.



17. **Public Record:** After award of contract, proposal responses shall be considered public record and subject to review. If an offeror believes a specific section of its proposal response is confidential, the offeror shall mark the page(s) confidential and isolate the pages marked confidential in a specific and clearly labeled section of its proposal response. The offeror shall include a written statement as to the basis for considering the marked pages confidential and the City Procurement Office will review the material and make a determination.



## **Request For Proposal Special Terms and Conditions**

Proposal offers that take exception to Special Terms & Conditions stated within this Request For Proposal may cause the proposal response to be considered as non-responsive. As set forth in this Special Terms and Conditions section, "vendor" means a person or firm in the business of selling or otherwise providing products, materials or services and "proposal offeror" means a vendor making a proposal offer in response to a Request For Proposal. "Contractor" means any person or firm who has a contract with the City. A successful "proposal offeror" who is awarded a contract with the City becomes a "contractor".

1. **City Procurement Document:** This Request For Proposal is issued by the City Procurement Office. No alteration of any portion of this Request For Proposal document by an offeror is permitted and any attempt to do so shall result in offeror's proposal response being considered non-responsive. No alteration of any portion of a resultant contract is permitted without the written approval of the City Procurement Office and any attempt to do so shall be a violation of the contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
2. **Offer Acceptance Period:** To allow for an adequate evaluation, the City requires an offer in response to this Request For Proposal to be valid and irrevocable for 120 days after the proposal opening time and date.
3. **Contract Type:** Term with justifiable price adjustment allowed, indefinite quantity.
4. **Term of Contract:** The term of any resultant contract shall commence on the date of award and shall continue for a period of 12 month(s) thereafter, unless terminated, canceled or extended as otherwise provided herein. Resultant contract is non-transferable and can not be assigned by the contractor without the approval of the City Procurement Office, and then only when all prices, discounts, terms and conditions of the original proposal documents and contract award remain unchanged.
5. **Contract Renewal:** The City reserves the right to unilaterally extend the period of any resultant contract for 90 days beyond the stated expiration date. In addition, by mutual agreement in the form of a written Contract Modification, any resultant contract may be renewed for supplemental periods of up to a maximum of 24 additional months. The period for any single renewal increment shall be determined by the City Procurement Office. Such increment shall not be for more than a period of 12 months each, unless the City is eligible to obtain a significant cost and/or supply advantage by a longer contract renewal period.
6. **Cooperative Use of Contract:** In addition to the City of Tempe this contract may be extended for use by other municipalities and government agencies of the State of Arizona. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter and/or rules and regulations of the respective political entity. Any public agencies not identified within this Request For Proposal who wish to cooperatively use the contract are subject to the approval of contractor(s).
7. **Contract Termination:** This contract may be terminated without default by either party by providing a written 60 day notice of termination to the other party.



8. **Cancellation for Default:** This contract is critical to the City of Tempe and the City reserves the right to immediately cancel the whole or any part of this contract due to failure of the contractor to carry out any obligation, term, or condition of the contract. The City will issue a written notice of default effective at once and not deferred by any interval of time. Default shall be for acting or failing to act as in any of the following:

1. The contractor provides material that does not meet the specifications of the contract;
2. The contractor fails to adequately perform the services set forth in the specifications of the contract;
3. The contractor fails to complete the work required or furnish the materials required within the time stipulated in the contract;
4. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contracts.

The City may resort to any single or combination of the following remedies:

1. Cancel any contract;
2. Reserve all rights or claims to damage for breach of any covenants of the contract;
3. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliance with the specifications the actual expense of testing will be borne by the contractor;
4. In case of default, the City reserves the right to purchase materials from another source, or to complete the required work in accordance with the needs of the City. The City may recover any actual excess costs from the contractor by:
  - A. Deduction from an unpaid balance;
  - B. Collection against the bid and/or performance bond, or;
  - C. Any combination of the above or any other remedies as provided by law.

9. **Contracts Administration:** Contractor must notify the City Procurement Office (designated Procurement Officer contact) for guidance or direction of matters of contract interpretation or problems regarding the terms, conditions or scope of this contract.

10. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location(s) designated herein. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. The City will notify the contractor promptly of any damaged materials and shall assist the contractor in arranging for inspection.

11. **Delivery Time Evaluation Factor:** Delivery is an important consideration and will be a factor in the determination of an award. Therefore, delivery time after receipt of an order must be stated in definite terms. Should there be variations in delivery time by item, offers must be clear in regard to those variations.



12. **Delivery & Payment Discount:** Offeror must indicate promised delivery schedule and payment terms on the Price Sheet.
13. **Discount from Published List:** Proposal offers shall be submitted on the basis of a discount from the Manufacturer's suggested LIST PRICE, obtained from a manufacturer's Published Price List(s). Such Published Price List(s) must be common to and accepted by the industry in general. The lists must be printed, properly identified and dated as to issuance and effectiveness.

Offeror must provide a statement of applicable discount from their price catalog(s). Discounts offered must be expressed as a single percent (%) figure for each contract item. Offers containing chain or multiple discounts may be considered non-responsive. A copy of all referenced price catalogs must be included within offeror's proposal response package. In addition to specified items, only those products and services listed in the contracted vendor's price catalog(s) and updates thereto, (as approved by the City Procurement Office) will be eligible for purchase under resulting contract.

Revised Published Price Lists may be used as a means of price adjustment. However, all proposal offers are to be firm for a period of 365 calendar days after the proposal opening date and Revised Price Lists that reflect price increases will not be accepted by the City until after that date and will be considered only in the event of an industry-wide price change, as evidenced by the issuance of revised price lists, by the manufacturer. Price decreases, which benefit the City, may be offered any time during the contract.

Revised pricing(s) will not become effective until revised list(s) are submitted under contractor's cover letter identifying the applicable Request For Proposal and Contract Agreement number. Contractor's cover letter and pricing list(s) must be dated, signed and submitted to:

City Procurement Office  
City of Tempe  
PO Box 5002  
20 E. 6th Street (Second Floor)  
Tempe, AZ 85280

14. **Pricing:** Pricing accuracy and completeness are critical. All items being proposed must be identified and priced.

In the case of system proposals, all items, which are required to make the system function in accord with, stated Request For Proposal requirements, must be identified and priced.

If provided pricing pages do not cover all such items, the offeror is to include an itemized listing of all required products and services needed to make their proposed system equipment fully functional and in conformity with stated Request For Proposal needs.

15. **365 Day Price Adjustment:** The City Procurement Office will review fully documented requests for price increases after the contract has been in effect for 365 days. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly effect the price of the item concerned. The City Procurement Office will determine whether the requested price increase, or an alternative option, is in the best interest of the City. Advanced 30 day written notification by contractor is required for any price changes. All price adjustments will be effective on the first day of the month following approval or acceptance by the City Procurement Office.

Price increase requests must be acknowledged in writing by the City Procurement Office before becoming effective. If not acknowledged within 30 days, it is the contractor's responsibility to contact the Procurement Office to assure the price increase request was received.



The contractor shall likewise offer any published price reduction or if applicable to contract, profit sharing price advantage to the City concurrent with its announcement to other customers. A price reduction or profit sharing price advantage may be offered at any time during the terms of an awarded contract and shall become effective upon notice and acceptance. The City shall likewise take advantage of any special sales discounts offered to the general public, which exceeds contracted price discounts extended to the City by the contractor.

16. **Non-exclusive Contract:** Any contract resulting from this Request For Proposal shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tempe. The City reserves the right to obtain like materials or services from another source to secure significant cost savings or when timely delivery cannot be met by the contractor.
17. **Ordering Process:** Upon award of a contract by the City Procurement Office, the City may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor. Each purchase order must cite the correct contract number. A purchase order for the awarded material and/or service that cites the correct City contract number is the only document required for the City to order and the contractor to deliver the material and/or service.
18. **Turnaround Time:** Offer must be capable of providing a work completion turnaround time for requested delivery of materials and/or services within the time stated in this Request For Proposal. Turnaround time is defined as the time frame beginning with the contractor being notified of a work need by the City and ending with the delivery of the work in completed form back to the City customer department. Responsive offers are to provide any required pick-up and delivery as part of their proposed price response to the City.
19. **Estimated Quantities:** This Request For Proposal references quantities as a general indication of the City needs; The City anticipates considerable activity resulting from contracts that will be awarded as a result of this Request For Proposal; however, the quantities shown are estimates only and the City of Tempe reserves the right to increase or decrease any quantities actually acquired. No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each offeror.
20. **Change Order:** The City of Tempe Procurement Office reserves the right (with contractor's approval) to execute change orders reflecting a quantity increase within 90 days from contractor's initial delivery date. No change order will be executed outside of the Scope of the City's Request For Proposal and the contractor's awarded proposal and price response.
21. **Billing:** All billing notices shall identify the specific item(s) being billed. Items are to be identified by name, model number, and/or serial number, as most applicable. Any purchase/delivery order issued by the requesting department shall refer to the contract number resulting from this Request For Proposal. Separate invoices are required on individual contracts or purchase orders. Only invoices with items resulting from this Request For Proposal will be accepted for payment.
22. **Quarterly Usage Report:** The contractor shall furnish the City Procurement Office a quarterly report showing the dollar amount ordered from this contract by items.
23. **Warranty Statement:** Each offer must include a complete and exclusive statement of the product warranty. Warranty offers will be relatively considered as appropriate to life cycle costing.



24. **Current Products:** All offers made in response to this Request For Proposal shall be in current and ongoing production; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in user (paying customer) environments and capable of meeting or exceeding all specifications and requirements set forth in this Request For Proposal. Enhancements to established products need not necessarily comply with this clause, and will be reviewed on individual merits.
25. **Product Discontinuance:** The City may award contracts for particular materials and/or models of equipment as a result of this Request For Proposal. In the event that a product or model is discontinued by the manufacturer, the City at its sole discretion may allow the contractor to provide a substitute for the discontinued item. The contractor shall request permission of the City Procurement Office to substitute a new product or model and provide the following:
1. A formal announcement from the manufacturer that the product or model has been discontinued.
  2. Documentation from the manufacturer that names the replacement product or model.
  3. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the Request For Proposal.
  4. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
  5. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.
26. **Manufacturer's Representative:** Dealers who submit an offer as a manufacturer's representative must supplement the offer with a letter from each manufacturer involved, certifying that the vendor is a bona fide dealer for the specific equipment presented, that the vendor is authorized to submit an offer on such equipment, and guarantees that should the dealer fail to satisfactorily fulfill any obligations established as a result of the anticipated contract awards, the manufacturer, upon assignment by the City, will either assume and discharge such obligations or provide for their competent assumption by one or more bona fide dealers for the balance of the contract period(s).
27. **Inventory:** The City of Tempe has an ongoing requirement for the material indicated in this Request For Proposal. It is an express condition of any award that a contractor shall maintain a reasonable stock on hand for delivery to the requesting agency. Failure to maintain such a stock may result in contract cancellation.
28. **Local Inventory Stocking:** In order to assure that any ensuing contracts will provide the necessary delivery support required for the items specified, each potential contractor must have local a inventory warehouse facility. Each facility must be staffed by trained personnel and have sufficient inventory in order to provide quality service on a timely basis. The City Procurement Office may inspect the Warehouse facility to determine adequacy.
29. **Local Maintenance:** In order to assure that any ensuing contracts will provide the necessary maintenance support required for the equipment specified, each offeror must have local maintenance facilities or have specific agreements in force with a third party to provide local maintenance. Each maintenance facility must be staffed by trained technicians and have sufficient parts inventory in order to provide quality service on the material (equipment/product) specified. The City Procurement Office may inspect the maintenance facilities to determine adequacy.



30. **Serial Numbers:** Offers must be for equipment on which the original manufacturer's serial number has not been altered in any way. Throughout the contract term, the City reserves the right to reject any altered equipment.
31. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.
32. **Permits:** The contractor shall be responsible for obtaining all required permits for installations.
33. **Safety Standards:** All items supplied on this contract must comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.
34. **Infringement of Patent or Copyright:** The contractor agrees to save, keep, bear harmless and fully indemnify the City and any of its officers and employees from any and all damages, costs, or expenses in law or equity, that may at any time arise out of or be set up for any infringement of the patent right, copyright, or trademark of any person or persons in consequences of use by the City, or by any of its officers, or agents or employees of vendor supplied materials under this bid solicitation and of which the contractor is not a patentee or signee or lawfully entitled to sell the same.

Contractor (seller) agrees to indemnify and hold harmless the City (buyer) from any and all license, royalty and proprietary fees or costs, including legal costs, which may arise out of City's (buyer's) purchase and use of material (equipment/product) supplied by contractor (seller).

It is expressly agreed by contractor (seller) that these covenants are irrevocable and perpetual.

35. **Contractor's(Seller's) Risk:** Contractor (seller) agrees to bear all risk of loss, injury, or destruction of materials (equipment/products ordered as a result of this Request For Proposal which occur prior to delivery to the City; and such loss, injury, or destruction shall not release contractor (seller) from any obligation hereunder.
36. **Insurance:** Prior to commencing services under this contract, contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons and damages to property, which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees, or subcontractors.

A Contract Award Notice or Purchase Order will not be issued to an awarded vendor until receipt of all required insurance documents by the City Procurement Office and such documents must meet all requirements of this Insurance clause. In addition, before any contract is renewed for additional time periods, all required insurance must be in force and on file with the City Procurement Office. An awarded vendor or contractor must submit required insurance within 10 calendar days after request by the City Procurement Office or the award may be rescinded and another vendor selected for award.

### **Minimum Limits Of Insurance**

Contractor shall maintain limits no less than:

1. **Commercial General Liability:** \$1,000,000 combined single limit per occurrence for bodily injury and property damage, including coverage for contractual liability (including defense expense coverage for additional insureds), personal injury, broad form property damage, products and completed operations. The general aggregate limit shall apply separately to this project/location or the general aggregate shall be twice the required occurrence limit.



2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage, including coverage for owned, hired, and non-owned vehicles as applicable.
3. Workers' Compensation and Employers Liability: Workers' Compensation and Employers Liability statutory limits as required by the State of Arizona.
4. Other Insurance: (If applicable, see supplement.)

### **Deductibles And Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-ensured retentions as respects the City, its officials, employees, and volunteers, or the contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

### **Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverage:
  - a. The City, its officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the contractor including the insured's general supervision of the contractor; products and completed operations of the contractor; premises owned, occupied or used by the contractor, or automobiles owned, leased, hired or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, or volunteers.
  - b. The Contractor's insurance coverage shall be primary as respects the City, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be excess of the contractor's insurance and shall not contribute to it.
  - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, or volunteers.
  - d. Coverage shall state that the contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
2. Workers' Compensation and Employers Liability Coverage
  - a. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from work performed by the contractor for the City.



### 3. All Coverages

- a. Each insurance policy required by this contract shall be endorsed to state the coverage shall not be suspended, voided, and/or canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

#### **Other Insurance Requirements:** Contractor shall:

1. Prior to commencement of services, furnish the City with certificates of insurance, in form and with insurers acceptable to the City which shall clearly evidence all insurance required in this contract and provide that such insurance shall not be canceled, allowed to expire or be materially reduced in coverage except on 30 days prior written notice to and approval by the City, and in accord with stated insurance requirements of this Request For Proposal. City shall not be obligated, however, to review same or to advise contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve contractor from, or be deemed waiver of City's right to insist on, strict fulfillment of contractor's obligations under this contract.
2. Provide certified copies of endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance.
3. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
4. Maintain such insurance from the time services commence until services are completed. Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may at its sole option, terminate this contract effective on the date of such lapse of insurance.
5. Place such insurance with insurers and agents licensed and authorized to do business in Arizona and having a Best's rating of no less than B+.
6. Maintain such coverage continuously throughout the term of this contract and without lapse for a period of two years beyond the contract expiration, should any of the required insurance be provided under a claims-made form, to the extent that should occurrences during the contract term give rise to the claims made after expiration of the contract, such claims shall be covered by such claims-made policies. Such extension of coverage shall be evidenced by annual certificates of insurance.

#### **Subcontractors and Sub-Subcontractors**

Contractor shall include all subcontractors and sub-subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors and sub-subcontractors shall be subject to all of the requirements stated herein for the contractor.



## Safety

The contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to all applicable federal (including OSHA), state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations set forth therein.

37. **Records:** Pursuant to provisions of Title 35, Chapter 1, Article 6 Arizona Revised Statutes 35-214 and 36-215 each contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the contract for a period of five (5) years after the completion of the contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of the City Attorney or City Procurement Office.
38. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the City of Tempe.
39. **Notices:** All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provision collectively called "Notices"), shall be in writing and shall be hand delivered or sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:
- a. If intended for the City, to:  
  
CITY PROCUREMENT OFFICE  
CITY OF TEMPE  
20 E. 6<sup>th</sup> Street (Second Floor)  
PO Box 5002  
Tempe, Arizona 85280
  - b. If intended for the contractor, to:  
  
The contractor at the contractor's address  
and the attention of the person named as  
provided in the offer of this contract.

Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder.



40. **Proposal Opening:** Proposals shall be opened at the time and place designated on the cover page of this document. The name of each offeror and the identity of the Request for Proposals for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request shall be shown only to City Personnel having a legitimate interest in the evaluation. "**PRICES SHALL NOT BE READ**". After contract award, the proposals and the evaluation documentation shall be open for public inspection.
41. **Proposal Evaluation:** In competitive Sealed Proposals, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City taking into consideration the evaluation factors set forth in the Request for Proposals. The City shall be the sole judge as to the acceptability of the products and/or services offered.
42. **Discussion with Responsible Offerors and Revisions to Proposal:** Discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award. The City may ask to obtain pertinent information for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Should the City elect to call for 'best and final' offers, offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors. The purposes of such discussions shall be to:
- A. Determine in greater detail such offeror's qualifications;
  - B. Explore with the offeror the scope and nature of the project, the offeror's proposed method of performance, and the relative utility of alternate methods of approach;
  - C. Determine that the offeror will make available the necessary personnel and facilities to perform within the required time; and
  - D. Agree upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.
43. **Key Personnel:** It is essential that the contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor must agree to assign specific individuals to the key positions.
- A. The contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
  - B. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace each person with personnel of substantially equal ability and qualifications.
44. **Confidential Information:**
- A. If a person believes that a proposal offer or specification, contains information that should be withheld, a statement advising the City Procurement Officer of this fact shall accompany the submission and the information shall be so identified wherever it appears.
  - B. The information identified by the person as confidential shall not be disclosed until the City Procurement Office makes a written determination or until after award of proposal.



- C. The City Procurement Office shall review the statement and information and shall determine in writing whether the information shall be withheld. After award of contract, all bid response information shall be available for public inspection.
- D. If the City Procurement Office determines to disclose the information, the offeror shall be informed in writing of such determination. After award of contract, all proposal response information shall be available for public inspection.
45. **Payments - After Acceptance of Delivery:** the City shall make Payment in full to the successful contractor within thirty (30) days after receipt and acceptance of delivery. Unless terms other than net 30 days are offered as a discount.
46. **Indemnification:** Contractor shall indemnify, defend, and save harmless the City, from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including any attorney's fees and/or litigation expenses (hereafter collectively referred to as 'claims'), which may be brought or made against or incurred by the City on account of loss of or damage to any property for injuries to or death of any person, *to the extent such claims are allegedly* caused by, arising out of, or contributed to by reasons of any negligent act, or omission, professional error, fault, mistake, or negligence of contractor, Its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement, or to the extent such claims allege vicarious or derivative liability of the City or to the extent such claims are alleged to arise out of Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of contractor and/or its subcontractors or claims under similar such laws or obligations. Contractor's obligation under this Section shall not extend to any liability caused by the negligence of the City or its employees.
47. **Governor's Air Pollution Emergency Proclamation:** In keeping with the governor's air pollution emergency proclamation of July 16, 1996, products which are documented and evaluated to have low or no-content of reactive organic compounds (ozone-producing agents) are sought from this Request For Proposal.
48. **Unauthorized Firearms & Explosives:** No person conducting business on City property is to carry a firearm or explosive of any type. Any City bidder, contractor or subcontractor is to honor this requirement at all times and failure to honor this requirement will result in contract cancellation. This requirement also applies to persons who maintain a concealed weapon's permit. In addition to contract cancellation, anyone carrying a firearm or explosive device will be subject to police and legal action.



## **Scope**

It is the intent of the City of Tempe to establish a one year contract with renewal options for the supply of all labor, parts, equipment, and materials to rebuild or exchange Allison transmissions. With approval of the contracted vendor, this award may be extended to other municipalities and government agencies, as well as the City of Tempe.

Any labor or parts costs approved outside of this contract to be paid for separately by the City. The City equipment requiring rebuilds will primarily consist of late model Volvo/Autocar refuse, Peterbuilt refuse, Freightliner refuse, IHC refuse, and Freightliner, Ford, IHC, Chevrolet, Isuzu and GMC trucks and street sweepers. All repair work to be performed according to best workmanship practices known to and followed by the trade and will be executed within the industry's standard repair times. All work to be inspected by City of Tempe Fleet Services personnel prior to return to service.

Vendors should visit the City of Tempe site and familiarize themselves with any conditions which may affect performance and/or proposed prices. Written response will be prima facie evidence that the respondent did, in fact, make a site inspection and is aware of all conditions affecting performance of the contract and pricing. Please contact Bob Stoudt or Jay Taylor at (480) 350-8281 to arrange for a site inspection.



## Specifications

Listed below are the desired specifications for Allison transmission rebuild. Any exceptions to the desired specifications must be explained.

Description	Yes	No	Exceptions
The vehicle(s) to be picked up by the contractor, towed or driven (whichever is appropriate) to the contractor's facility for transmission removal, rebuilding or exchange and reinstallation by the contractor.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Vehicle(s) may be delivered to the contractor's facility at the City of Tempe's option.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
The contractor to be responsible in all cases to return the vehicle(s) back to the City of Tempe facility.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Under certain circumstances, the contractor to be requested to deliver vehicle(s) to other locations than that location from which it (they) were towed or driven.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Vehicle(s) to be repaired and delivered to the City of Tempe Fleet Services facility, as requested, within five (5) working days from the date vehicle(s) was/were picked up by or delivered to the contractor, not including weekends or holidays.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
All transportation costs are the responsibility of the contractor and these costs shall be included in the RFP pricing.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
A combined rate of eight (8) rebuilds and/or exchanges per week will be used to determine a contractor's ability to meet acceptable delivery requirements.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
The contractor to warrant all rebuilt/exchange transmissions' parts and labor unconditionally against defects in materials, parts, and workmanship for a minimum period of six (6) months from the date of installation.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Upon the failure of a rebuilt or exchanged transmission installed in a City of Tempe vehicle, the contractor to be responsible for towing or driving the vehicle(s) to the contractor's facility, to make the needed repair and to deliver the repaired vehicle to the requested City of Tempe facility at no additional cost.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
The contractor to include a detailed "No charge" invoice to show what failed, possible causes of failure, and required repairs and parts.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Response to this RFP shall be prima facie evidence that the contractor is fully aware of the severe service of the transmission application and agrees to the warranty provisions specified herein.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
The City of Tempe requires the contractor to identify all rebuilt transmissions with a tag permanently affixed to each transmission; listing the company name, rebuild date, and the model number of the transmission.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
The City requires that any rebuilt transmission supplied in exchange to be the same model number as that which has been removed.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Cost for complete rebuild or exchange to include converters, modulators, internal electronics, new fluid, flushing of the system, and replacement of external and internal filters.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	



Rebuilt/replacement units to be delivered with new friction plates, seals and gaskets; bushings, bearings and steel plates as needed; new or rebuilt torque converter; all clearances and parts set to factory specs; and most current technology and updates installed.	<u>X</u>	—	—
All repair or replacement parts supplied or used by the contractor in rebuilding or replacing transmissions to be Original Equipment Manufacturer's (OEM) parts.	<u>X</u>	—	—
Rebuilt transmissions to be dyno tested prior to installation. The dyno test to include the testing of, and adjustments where applicable of clutch pressure, torque converter oil flow, output shaft load and shift point parameters. The rebuilt unit to be brought up to operating temperature on the dyno and inspected for leaks.	<u>X</u>	—	—
The contractor will use the Allison approved C-3 fluid, flush cooler and cooler system when installing the transmission at the contractor's facility.	<u>X</u>	—	—
Transynd fluid to be used as a replacement fluid on all 2001 model year and newer units.	<u>X</u>	←	Additional costs to quote for Transyndes it is unclear what is 2001 + newer
The contractor to request in advance permission from the City of Tempe to replace any additional parts (i.e., U joints, motor mounts, cooler lines, PTOs, etc.), or to perform any additional labor not covered under this contract.	<u>X</u>	—	
Rebuilds to be performed by OEM trained technicians.	<u>X</u>	—	—



## Proposal Questionnaire

Please respond to the questions listed below in an orderly fashion, indicating the question number you are answering. This information will be used in the evaluation process.

1. Please list the address of your local facility to provide these services.

2602 S. 19th Ave, Phoenix, AZ 85009

2. Does your firm agree to all the terms and conditions of this RFP? Yes ☒ No ☐.  
If no, please explain.

3. What is the anticipated turnaround time after receipt of order? 3 days

4. Please list three references (government preferred) to whom you have provided similar Allison services.

Company	Contact Name	Telephone #
<u>Phoenix Fire Dept.</u>	<u>MARK CROSS</u>	<u>602-262-6706</u>
<u>City of MESA</u>	<u>Jim Ruiz</u>	<u>480-644-2543</u>
<u>ATC Phoenix / Phoenix Transit</u>	<u>Eddie SANDIFER</u>	<u>602-256-3463</u>

5. Will your company assign a local representative to the City if awarded this contract? Yes ☒ No ☐.  
If yes, please list name and title.

JOHN Alexopoulos - SERVICE MANAGER

6. State warranty term 1 year and conditions:

All warranty terms will be honored with the utmost  
integrity except cases of blatant abuse or the  
transmission failure being a secondary failure i.e.  
PTO failure, U-Joint, etc.



7. Do you offer any additional warranty? State price: \$\_\_\_\_\_per\_\_\_\_\_

8. Does your firm have factory trained and authorized personnel who will perform the required services?

Yes X No \_\_\_\_\_? If no, please explain.

9 factory trained personnel with over 5 years experience,  
over 131 years combined.



## Evaluation

An evaluation committee consisting of Fleet Services and Procurement staff will evaluate the proposal responses. The evaluation process will review conformity to desired specifications, warranty, parts and service availability, references, price, and overall response to the Request for Proposal (RFP) for each item. Site visits may be required prior to award of contract.

Award Criteria	Weight	X	Rating	=	Value
1. Conformity of desired specifications	<u>6</u>	X	_____	=	_____
2. Warranty	<u>5</u>	X	_____	=	_____
3. Service availability and references	<u>6</u>	X	_____	=	_____
4. Price	<u>4</u>	X	_____	=	_____
5. Overall Response to RFP	<u>2</u>	X	_____	=	_____
Total					_____

This proposal will be evaluated on a cumulative point system.

### Scoring

Outstanding	.	.	.	7
Good	.	.	.	5
Average	.	.	.	3
Poor	.	.	.	1
Not Addressed or Unacceptable				0



Company Name: W. W. Williams

## PRICE SHEET

Manufacturer	Model number	Unit price for rebuild/exchange	Flat fee for vehicle transport, removal/replacement, new fluid & flushing	Total unit price (Tax included)
Allison	MD3560P	\$ 4442.63	\$ 1045.76	\$ 5488.39
Allison	MD3060	\$ 3373.83	\$ 1045.76	\$ 4419.59
Allison	MD3066	\$ 5370.20	\$ 1045.76	\$ 6415.96
Allison	HD4560	\$ 7952.00	\$ 1233.64	\$ 9185.64
Allison	AT545	\$ 1280.14	\$ 951.82	\$ 2231.96
Allison	MT653	\$ 2770.23	\$ 1036.82	\$ 3807.05
Allison	HD4060	\$ 7952.00	\$ 1233.64	\$ 9185.64
Allison	HT740	\$ 4899.00	\$ 1233.64	\$ 6132.64
Allison	HT741	\$ 5500.00	\$ 1233.64	\$ 6733.64

\* Applicable Tax \_\_\_\_\_ %

\* **State correct jurisdiction to receive sales tax on the Vendor's Bid Offer, form CS-P201 (B) included in this Invitation for Bid document.**

Less prompt payments discount terms of \_\_\_\_ % \_\_\_\_ days/ or Net 30 days. (To apply after receipt and acceptance of an itemized monthly statement.) For bid evaluation purposes, the City cannot utilize pricing discounts based upon payments being made in less than 30 days from receipt of statement.

### Ordering and Invoice Instructions

In order to facilitate internal control and accounting, each City Department will order and must be invoiced separately. Monthly invoices must be segregated by City Department number and mailed or delivered directly to the City Customer Department. For most materials, there will be between three - (3) and six - (6) ordering departments. At the time an order is placed, the contractor must obtain the ordering department's cost center numbers for billing purposes. The use of the department's cost center numbers will be in addition to the purchase order number. Once a month, the contractor shall submit a consolidated statement which shall itemize the invoice numbers, invoice date, invoice amounts, and the total amount billed to Accounting. Discount offering will be based upon days from receipt of the consolidated monthly statement. Invoice(s) shall not show previous balances.



Company Name: \_\_W.W.Williams\_\_

## OPTION PAGE

Manufacturer	Model number	Unit price for rebuild / exchange	Flat fee for vehicle transport removal / replacement, new fluid & flushing	Total unit price (Tax included)
Allison	1000	\$1,733.83	\$977.55	\$2,711.38
Allison	2000	\$2,023.38	\$977.55	\$3,000.93
Allison	2400	\$2,196.18	\$977.55	\$3,173.73
Allison	MT643	\$2,305.50	\$977.55	\$3,283.05
Chevy	4L 60E	\$850.00	\$609.00	\$1,459.00
Chevy	4L 60E (4X4)	\$850.00	\$809.00	\$1,659.00
Chevy	4L 80E	\$1,500.00	\$609.00	\$2,109.00
Chevy	4L 80E (4X4)	\$1,500.00	\$809.00	\$2,309.00
Ford	E4OD	\$1,400.00	\$609.00	\$2,009.00
Ford	E4OD (4X4)	\$1,400.00	\$809.00	\$2,209.00
Dodge	A5 18	\$1,100.00	\$609.00	\$1,709.00
Dodge	A5 18 (4X4)	\$1,100.00	\$809.00	\$1,909.00



Company Name: W. W. Williams

## PRICE SHEET

Invoices shall include:

1. Listing Of All Delivery/Pickup Receipt Numbers Being Invoiced.
2. Total Cost Per Item.
3. Applicable Tax.
4. Payment Terms.
5. Blanket Purchase Order Number.

Invoices that do not follow the above minimum invoicing requirements will not be paid. Payment must be applied to only invoices referenced on check/payment stub. The City reserves the right to bill contracted vendor for researching invoices that have been paid, but not properly applied by vendor account receivables office.

Statement mailing address: City of Tempe  
Accounting (see below for your contact)  
P.O. Box 5002  
Tempe, Arizona 85280

Accounting Contacts:	Penny Brophy	Letters A-E
	Rajean Cruz	Letters F-O
	Michelle Cruz	Letters P-Z

(H:/RFP3-2002)



ACM EQUIPMENT RENTAL & SALES CORP.  
4010 S 22ND ST  
PHOENIX, AZ 85040

34  
AFFILIATED TRANSMISSION RX WORLD  
1839 W. WILLET TA ST.  
PHOENIX, AZ 85007

ARIZONA EMERGENCY PRODUCTS  
4120 E WINSLOW AVE  
PHOENIX, AZ 85040

ARIZONA HISPANIC CHAMBER OF COMMERCE  
255 E OSBORN ROAD SUITE 201  
PHOENIX, AZ 85012

ARO,LLC DBA TORI ENTERPRISES  
2850 E. JONES AVENUE  
PHOENIX, AZ 85040

ASSISTED STAFFING  
507 E UNIVERSITY DR STE 4  
MESA, AZ 85203

AUTO SAFETY HOUSE INC.  
P O BOX 20643  
PHOENIX, AZ 85036-0643

BAKER MACHINERY, INC.  
P.O. BOX 700  
HIGLEY, AZ 85236-0700

BALAR EQUIPMENT COMPANY  
PO BOX 83118  
PHOENIX, AZ 85029

BETTS TRUCK PARTS  
20 NORTH 48TH AVE  
PHOENIX, AZ 85043

BID SOURCE  
201 NORTH CENTRAL AVENUE,27TH FLOOR  
ATTN: CYNTHIA M. BOSWORTH  
PHOENIX, AZ 85073

BIDNET  
20A RAILROAD AVENUE  
P.O. BOX 5600  
ALBANY, NY 12205

CANYON STATE EMERGENCY PRODUCT  
1545 E VICTORY ST  
PHOENIX, AZ 85040

CHAMPION LABORATORIES INC  
200 S 4TH ST  
ALBION, IL 62806

COTTMAN TRANSMISSION  
445 W BROADWAY  
TEMPE, AZ 85282

DIESEL SYSTEM SOLUTIONS, INC.  
23212 N. 70TH LANE  
GLENDALE, AZ 85310

FLUID CONNECTOR PRODUCTS, INC  
2416 W CAMPUS DRIVE  
TEMPE, AZ 85282

GLOBAL INDUSTRIAL AUTOMATICS  
1501 W. BROADWAY ROAD  
PHOENIX, AZ 85041

GRAND CANYON MIN. SUPPLIER DEV. COUNCIL  
PO BOX 1268  
PHOENIX, AZ 85001

GREATER PHOENIX MBDC  
255 E OSBORN ROAD SUITE 202  
PHOENIX, AZ 85012



HALL BRAKE SUPPLY  
214 S 11TH AVE  
PHOENIX, AZ 85007

HYDRAULIC CONTROLS INC  
214 N 43RD AVE  
PHOENIX, AZ 85009

KAR PRODUCTS  
305 N BRIGHTON LN  
GILBERT, AZ 85234

LACAL EQUIPMENT, INC.  
104 WASHINGTON ST.  
JACKSON CENTER, OH 45334

NCAIED  
953 E JUANITA AVENUE  
MESA, AZ 85204

P.T.O. SALES  
1646 E. UNIVERSITY  
PHOENIX, AZ 85034

PURCELL TIRE CO  
1700 N. 23RD AVE  
PHOENIX, AZ 85009

RADIATOR SERVICE  
424 E. BASELINE ROAD  
MESA, AZ 85204

SOUTHWEST DIESEL & ELECTRICAL CORP.  
1830 N. 27TH AVENUE  
PHOENIX, AZ 85009

TRANS MOTIVE INDUSTRIES, INC.  
17209 N. CAVE CREEK RD.  
PHOENIX, AZ 85032

TRUCKS WEST OF PHOENIX, INC.  
2702 W ENCANTO BLVD  
PHOENIX, AZ 85009-1723

VALLEY TRUCK & TRAILER SERVICE INC.  
5228 N. TOM MURRAY AVENUE  
GLENDALE, AZ 85301-7024

WEST COAST EQUIPMENT & PARTS  
5022 N 54TH AVE STE 10  
GLENDALE, AZ 85301

WILLIAMS DETROIT DIESEL-ALLISON S.W., INC  
P.O. BOX 29127  
PHOENIX, AZ 85038-9127